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LUCASFILM LTD.

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12 SAN JOSE DIVISION

13 IN RE: HIGH-TECH EMPLOYEE
14 ANTITRUST LITIGATION

15 THIS DOCUMENT RELATES TO:

16 ALL ACTIONS

Master Docket No. C 11-02509 LHK

**DEFENDANT LUCASFILM LTD.'S
OBJECTIONS AND RESPONSES TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES RE:
IDENTIFICATION OF WITNESSES**

Courtroom: 8, 4th Floor
Judge: Hon. Lucy H. Koh

Date Comp. Filed: May 4, 2011

20 **PROPOUNDING PARTY: PLAINTIFFS AND THE PROPOSED CLASS**

21 **RESPONDING PARTY: DEFENDANT LUCASFILM LTD.**

22 **SET NUMBER: ONE**

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**DEFENDANT LUCASFILM LTD.'S OBJECTIONS AND RESPONSES TO
PLAINTIFFS' FIRST SET OF INTERROGATORIES RE: IDENTIFICATION OF WITNESSES**
Case No. C 11-02509 LHK

Pursuant to Federal Rule of Civil Procedure 33, Defendant Lucasfilm Ltd. ("Lucasfilm") hereby provides the following objections and responses to Plaintiffs' First Set of Interrogatories. Lucasfilm reserves the right to supplement or amend these objections and responses to the extent allowed by the Federal Rules of Civil Procedure and the Local Rules of Practice in Civil Proceedings before the United States District Court for the Northern District of California ("Local Rules").

GENERAL STATEMENT AND OBJECTIONS

The following general objections apply to each and every interrogatory as propounded by Plaintiffs and said general objections are incorporated into each of the following specific responses by reference as if set forth in full therein.

1. The following responses are based upon information and documentation that is currently available and specifically known to Lucasfilm. The following responses are given without prejudice to Lucasfilm's right to produce or rely on subsequently discovered information. Discovery is just beginning, and these responses are subject to change accordingly. It is anticipated that further discovery, independent investigation, and analysis may lead to the discovery of additional potential witnesses, or lead to the re-categorization or deletion of the potential witnesses listed herein. The responses are made in a good-faith effort to provide information now known to Lucasfilm which is responsive, but Lucasfilm specifically reserves the right both to supplement any of the responses set forth below and to utilize at trial any further information.

2. Lucasfilm objects to Plaintiffs' "Definitions" and to each and every interrogatory to the extent they seek documents and information that are beyond the scope of the claims in this action, and thus seek information that is neither relevant to the claims or defenses raised in this action, nor reasonably calculated to lead to the discovery of admissible evidence.

3. Lucasfilm objects to Plaintiffs' "Definitions" and to each and every interrogatory to the extent they seek to impose obligations and demands on Lucasfilm beyond those

1 contemplated by Federal Rules of Civil Procedure 26 and 33 and/or any applicable Local Rules.

2 4. Lucasfilm objects to Plaintiffs' "Definitions" and to each and every interrogatory
3 to the extent they purport to give meaning or legal significance to a document, fact, or purported
4 fact whose meaning or significance is subject to dispute between the parties. Lucasfilm's
5 responses to these interrogatories shall not constitute an admission or concession to the
6 definitions used in the interrogatories.

7 5. Lucasfilm objects to Plaintiffs' "Definitions" and to each and every interrogatory
8 to the extent they seek information related to persons, entities, or events not known to Lucasfilm,
9 on the grounds that such instructions, definitions, or interrogatories seek to require more of
10 Lucasfilm than any obligation imposed by law, would subject Lucasfilm to unreasonable and
11 undue burden, oppression, and expense, and would seek to impose upon Lucasfilm an obligation
12 to investigate or discover information or materials from third parties or sources who are equally
13 available to Plaintiffs.

14 6. Lucasfilm objects to each and every interrogatory to the extent that it seeks
15 information protected by: (a) the attorney-client privilege; (b) the work-product doctrine; (c) the
16 right to privacy embodied in the California Constitution; or (d) any other privilege or protection
17 afforded by state or federal law. Such protected material may include the impressions,
18 conclusions, opinions, legal research or theories of attorneys, whether or not communicated to
19 their client, and/or any other applicable privilege. Any inadvertent disclosure of information
20 subject to any such privilege or protection shall not be deemed a waiver of any privilege or
21 protection with respect to such information.

22 7. Lucasfilm objects to each and every interrogatory to the extent it is overly broad,
23 unduly burdensome, oppressive, or not reasonably calculated to lead to the discovery of
24 admissible evidence.

25 8. Lucasfilm objects to each and every interrogatory to the extent that it is unlimited
26 in time or scope on the basis that such interrogatory is overly broad, unduly burdensome,
27 oppressive, and not relevant to the claim or defense of any party to this action.

1 9. Lucasfilm objects to each and every interrogatory to the extent it calls for a legal
2 conclusion in order to respond.

3 10. Lucasfilm objects to each and every interrogatory to the extent it seeks "all"
4 persons or employees who possess responsive information on the basis that such interrogatory is
5 overly broad, unduly burdensome, oppressive, and not relevant to the claim or defense of any
6 party to this action.

7 11. Lucasfilm objects to each and every interrogatory to the extent it purports to
8 attribute any special or unusual meaning to any legal term or phrase.

9 12. Lucasfilm objects to Instruction No. 1 on the ground that the phrase "the years
10 about which the person has the knowledge identified by the interrogatory" is vague, ambiguous,
11 and unintelligible. Lucasfilm further objects to Plaintiffs' request for information regarding
12 "former employees, agents, or executives," including residence information and whether they are
13 represented by counsel, on the grounds that it seeks information not in Lucasfilm's possession,
14 custody or control and as overly broad and unduly burdensome. Lucasfilm further objects to the
15 phrase "last known employment and residence information" on the grounds that it is vague,
16 ambiguous, and imposes obligations beyond those set forth in the Federal Rules of Civil
17 Procedure and Local Rules insofar as it could be interpreted to require Lucasfilm to provide
18 information on former employees' subsequent employment and residence. Lucasfilm will
19 interpret this instruction to require information regarding former employees' employment at
20 Lucasfilm.

21 13. Lucasfilm objects to Instruction Nos. 1 and 4 to the extent they request
22 information from January 1, 2003 to the present on the grounds that the request is overly broad,
23 unduly burdensome, and seeks information not relevant to the claims or defenses of any party
24 nor reasonably calculated to lead to the discovery of admissible evidence. In responding to the
25 interrogatories, Lucasfilm will provide information about the time period of January 1, 2004 to
26 the present.

1 14. Lucasfilm object to each and every interrogatory to the extent it seeks information
2 or the identification of people that is not within the possession, custody, or control of Lucasfilm,
3 or refers to people, entities, or events not known to Lucasfilm, subjecting Lucasfilm to
4 unreasonable and undue burden, oppression, and expense, and imposing upon it an obligation to
5 discover information or materials from third parties or services who are equally accessible to
6 Plaintiffs.

7 15. Lucasfilm objects to the definition of "Agreement" in paragraph 2 of the
8 definitions as argumentative, vague, ambiguous, overbroad, and assuming facts not in evidence.
9 Lucasfilm also objects to the definition, and to the use of the terms "agreement," "contract,"
10 "arrangement," and "understanding," to the extent they call for a legal conclusion. By
11 responding to Interrogatories using this term, Lucasfilm does not concede the existence of
12 bilateral agreements alleged in Plaintiffs' Complaint. Lucasfilm also objects to the definition to
13 the extent it seeks to impose obligations and duties beyond those required under the Federal
14 Rules of Civil Procedure and the Local Rules of the Northern District of California.

15 16. Lucasfilm objects to the definition of "Co-Conspirators" in paragraph 6 of the
16 definitions as argumentative, vague, ambiguous, overbroad, unreasonably prejudicial, assuming
17 facts not in evidence and calling for a legal conclusion. Lucasfilm interprets the term "Co-
18 Conspirators" to mean the named Defendants in this action, specifically, Adobe Systems, Inc.,
19 Apple, Inc., Google, Inc., Intel Corp., Intuit, Inc., Lucasfilm, Ltd., and Pixar, Inc.

20 17. Lucasfilm objects to the definition of "Employee" in paragraph 8 of the
21 definitions as overly broad, in particular to the extent it purports to include "agents,"
22 "messengers" and "directors."

23 18. Lucasfilm objects to the definitions of "Subsidiary," "affiliate," and "joint
24 venture" in paragraph 13 of the definitions, and "You," "your," and "your company" in
25 paragraph 14 of the definitions as overbroad, unduly burdensome, and neither relevant to the
26 claims or defenses of any party nor reasonably calculated to lead to the discovery of admissible
27 evidence. In particular, Lucasfilm objects to the inclusion in these definitions of "any entity or
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1 person in which you have any financial ownership or interest,” and “predecessors, successors,
 2 subsidiaries . . . affiliates and/or agents (including, without limitation, any third-party recruiting,
 3 hiring, or headhunting firm), together with all present and former directors, officers, employees,
 4 agents, representatives, or any persons acting or purporting to act on behalf of you,” as most of
 5 the named persons or entities are not the subject of this litigation. Lucasfilm further objects to
 6 these definitions to the extent they seek information which is not in the possession, custody or
 7 control of Lucasfilm. Lucasfilm also objects to the definitions to the extent they purport to
 8 impute to Lucasfilm any knowledge of persons or entities falling within the scope of the terms
 9 “Subsidiary,” “affiliate,” “joint venture,” “You,” “your,” or “your company” as plaintiffs defined
 10 them, or impose duties to ascertain the identity, existence or relationships of or among any of the
 11 persons or entities listed or defined. Lucasfilm responds to these interrogatories, and will
 12 produce responsive, non-privileged information, on behalf of Lucasfilm only.

13 19. Lucasfilm objects to the undefined term “competitor” as vague, ambiguous,
 14 overbroad, unduly burdensome, and not reasonably likely to lead to the discovery of admissible
 15 evidence. Lucasfilm interprets the term “competitor” to mean “defendants.”

16 17 **SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES**

18 Lucasfilm incorporates all of the above objections into all of the Specific Objections and
 19 Responses as if fully set forth therein. Lucasfilm specifically objects and responds as follows.

20 **INTERROGATORY NO. 1:**

21 In order of corporate seniority, identify your employees who participated in decisions
 22 regarding agreements or discussions about agreements.

23 **RESPONSE TO INTERROGATORY NO. 1:**

24 In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent
 25 it assumes the existence of “agreements” between Lucasfilm and any other defendant. Lucasfilm
 26 further objects to the phrase “in order of corporate seniority,” to the extent that it is vague,
 27 ambiguous and unintelligible, including because “corporate seniority” is not subject to precise
 28

ranking and may change over time. Lucasfilm further objects to this interrogatory because it is overly burdensome and oppressive and seeks information not relevant to the claims or defenses at issue in the case. Lucasfilm objects to the term "participated" on the grounds that it is vague, ambiguous, and may call for information protected by the attorney-client privilege.

Subject to and without waiving the foregoing objections, Lucasfilm responds as follows:

Current Employees

Name	State of Primary Residence	Job Titles (years)
Jan van der Voort	CA	VP & Chief Administrative Officer (2007 – Present)

Former Employees

Name	Last known state of primary residence	Job Titles, including last known employment at Lucasfilm (years)
Gail Currey	CA	VP & General Manager of Lucasfilm Animation (2004 – 2008)
Sharon Coker	CA	Director of Human Resources (2004 – 2005) Senior Director of Human Resources (2005 - 2007)

All of these individuals should be contacted through Lucasfilm.

INTERROGATORY NO. 2:

Of the persons identified in response to Interrogatory No. 1, identify all persons who have substantial knowledge of corporate decisions regarding agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 2:

In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent it assumes the existence of "agreements" between Lucasfilm and any other defendant. Lucasfilm also objects to this interrogatory as vague and ambiguous based upon its use of the phrase "substantial knowledge." Lucasfilm cannot discern a meaningful difference between those

1 individuals who “participated in decisions regarding agreements or discussion about agreements”
 2 (Interrogatory No. 1) and, of those individuals identified in response to Interrogatory No. 1, those
 3 “who have substantial knowledge of corporate decisions regarding agreements or discussions
 4 about agreements” (Interrogatory No. 2). Lucasfilm further objects to this interrogatory because
 5 it is overly burdensome, oppressive, and seeks information not relevant to the claims or defenses
 6 at issue in the case. Subject to and without waiving the foregoing objections, Lucasfilm
 7 responds by incorporating its response to Interrogatory No. 1.

8 **INTERROGATORY NO. 3:**

9 In order of corporate seniority, identify all your employees not identified in response to
 10 Interrogatory Nos. 1 and 2 who have known about agreements or discussions about agreements.

11 **RESPONSE TO INTERROGATORY NO. 3:**

12 In addition to its General Objections, Lucasfilm objects to this interrogatory on the
 13 grounds that it is vague, ambiguous, overly broad, and unduly burdensome. Lucasfilm further
 14 objects to this interrogatory to the extent it assumes the existence of “agreements” between
 15 Lucasfilm and any other defendant. Lucasfilm further objects to the phrase “in order of
 16 corporate seniority,” to the extent that it is vague, ambiguous and unintelligible, including
 17 because “corporate seniority” is not subject to precise ranking and may change over time.
 18 Lucasfilm further objects to the phrase “known about,” to the extent that it purports to include
 19 other than first-hand information. To the extent such agreements existed, it would be impossible
 20 for Lucasfilm to determine who had any knowledge of them without conducting an overly-
 21 burdensome survey of every person who works or has worked for Lucasfilm. Subject to and
 22 without waiving the foregoing objections, Lucasfilm responds that, as reflected in the documents
 23 produced to date in this matter, Lucasfilm’s recruiting practices with respect to Pixar and its
 24 employees were generally known within the company and were discussed with Lucasfilm
 25 employees and applicants. Accordingly, several Lucasfilm employees had general knowledge
 26 about Lucasfilm’s recruitment policies, and such policies were generally known within
 27 Lucasfilm’s Recruiting Department. As is permitted under Federal Rule of Civil Procedure
 28

33(d), Lucasfilm hereby incorporates as a supplement to this Interrogatory answer the documents it previously produced to the Department of Justice, and subsequently re-produced to plaintiffs in this case. Lucasfilm's document production reflects the knowledge of specific Lucasfilm employees of Lucasfilm's recruiting practices with respect to Pixar employees.

Subject to these limitations, the following employees, among others, are likely to have known about agreements or discussions about agreements with Pixar:

Current Employees		
Name	State of Primary Residence	Job Titles (years)
Sarah Alvarado	CA	Sr. Recruiter (2009 – present) Recruiter (2005-2008)
Lori Beck	CA	Sr. Recruiter (2008 – present) Recruiter (2005 – 2008)
Kim Diaz	CA	Sr. Recruiter (2009 – present) Recruiter (2006 – 2008)
Tonja Salmon	CA	Recruiter (2011-present) Associate Recruiter (2006-2007)
Erin Haver	CA	Recruiter (2004 - present)
Erin Meyers	CA	Recruiter (2007-present) Sourcer (2006-2007)
Courtney Williams DuBois	CA	Sourcer (2010-present)
Former Employees		
Name	Last known state of primary residence	Job Titles, including last known employment at Lucasfilm (years)
Jim Morris	CA	President of ILM (2004)
Elizabeth "BZ" Petroff	CA	Director, Resource Management (2009 – 2010) Director, Talent Acquisition (2006 – 2008)
Steve Mair	CA	Director of Talent Acquisition (2009 – 2010) Staffing Manager (2007 – 2008)
Lala Gavgavian	CA	Staffing Manager (2007) Senior Recruiter (2004 – 2006)
Brenley Brotman	CA	Senior Recruiting Manager (2004-present)

1	Amir Dramen	CA	Senior Recruiter (2005-2010)
2	Jane Violich	CA	Recruiter (2007 – 2008) Contract Recruiter (2006) Project Recruiter (2005)
3			
4	Bobby Butcher	CA	Recruiter (2007-2008)
5	Michelle Stock	CA	Recruiter (2004-2011)
6	Mary “Chris” Bigelow	CA	Recruiter (2005-2011)
7	Lea Hyke	CA	Recruiter (2005-2006)
8	Stephanie Orth	CA	Recruiter (2005-2006)
9	Alex Saborit	CA	Recruiter (2005-2006)
10	Elizabeth Sasseen	CA	Recruiter (2005-2006)
11	Jennifer Kinavey	CA	Senior Technical Recruiter (2008) Contract Recruiter (2006-2007) Project Recruiter (2005-2006)
12			
13	Sumriti Bhogal	CA	Associate Recruiter (2008 – 2009) Sourcer (2007) Recruiting Coordinator (2006)
14			
15	Kristen Dallara	CA	Associate Recruiter (2007-2010)
16	Leesa Dreo	CA	Recruiter (2005-2008) Associate Recruiter (2003-2005)
17	Rosanna Server	CA	Associate Recruiter (2007 – 2009) Sourcer (2006)
18	Angela Hawkins	CA	Project Staffing Consultant (2005-2006)
19	Jonathan Alcantar	CA	Sourcer (2007-2010)
20	Kathleen Stokes	CA	Senior Recruiter (2008-2010) Sourcer (2006-2007)
21			
22	Rick Pflugradt	CA	Recruiter (2007-2008) Sourcer (2006-2007)
23	Christopher Cox	CA	Sourcer (2005-2006)
24	Shannon Henry	CA	Contract Sourcer (2005-2007)

25 All of these individuals should be contacted through Lucasfilm.

26 **INTERROGATORY NO. 4:**

27 Of the persons identified in response to Interrogatory No. 3, identify those who have
28 substantial knowledge regarding corporate decisions relating to agreements or discussions about

1 agreements.

2 **RESPONSE TO INTERROGATORY NO. 4:**

3 In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent
4 it assumes the existence of “agreements” between Lucasfilm and any other defendant. Lucasfilm
5 further objects to this interrogatory on the grounds that it is duplicative of Interrogatory No. 2.
6 Lucasfilm further objects to this request as vague and ambiguous based upon its use of the
7 phrases “substantial knowledge” and “corporate decisions relating to agreements or discussions
8 about agreements.” Because the phrase “substantial knowledge” is vague, ambiguous, and
9 nowhere defined objectively, Lucasfilm is unable to answer this Interrogatory, apart from
10 incorporating its response to Interrogatory No. 2. Accordingly, subject to and without waiving
11 the foregoing objections, Lucasfilm responds by incorporating its response to Interrogatory No.
12 2.

13
14 **INTERROGATORY NO. 5:**

15 Identify your executives, employees, or agents who participated in multilateral meetings
16 or communications with competitors in which agreements or discussions about agreements
17 occurred.

18 **RESPONSE TO INTERROGATORY NO. 5:**

19 In addition to its General Objections, Lucasfilm objects to the use of the term
20 “competitors” as vague and ambiguous. Lucasfilm interprets the term “competitors” to mean
21 “co-Defendants.” Lucasfilm further objects to this interrogatory on the grounds that it is overly
22 broad and unduly burdensome. Lucasfilm further objects to this interrogatory to the extent that it
23 seeks information protected the attorney-client privilege. Subject to and without waiving the
24 foregoing objections, Lucasfilm responds by stating that no employees participated in
25 multilateral meetings or multilateral communications with competitors in which agreements or
26 discussions about agreements occurred.

INTERROGATORY NO. 6:

Of the persons identified in response to Interrogatory No. 5 above, identify those who have substantial knowledge regarding the substance of the agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 6:

In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent it assumes the existence of "agreements" between Lucasfilm and any other defendant. Subject to and without waiving the foregoing objections, Lucasfilm responds by incorporating its response to Interrogatory No. 5.

INTERROGATORY NO. 7:

Identify your executives, employees, or agents who participated in bilateral meetings or communications with competitors about agreements.

RESPONSE TO INTERROGATORY NO. 7:

In addition to its General Objections, Lucasfilm objects to this interrogatory on the grounds that it is overly broad and unduly burdensome. Lucasfilm further objects to the extent this interrogatory assumes the existence of "agreements" between Lucasfilm and any other defendant. Lucasfilm also objects to the use of the term "competitors" as vague and ambiguous. Lucasfilm interprets the term "competitors" to mean "co-Defendants." Lucasfilm further objects to this interrogatory to the extent that it seeks information protected the attorney-client privilege. Subject to and without waiving the foregoing objections, Lucasfilm responds as follows:

Current Employees

Name	State of Primary Residence	Job Titles (years)
Jan van der Voort	CA	VP & Chief Administrative Officer (2007 – Present)

Former Employees

Name	Last known state of primary residence	Job Titles, including last known employment at Lucasfilm (years)
Sharon Coker	CA	Director of Human Resources (2004 – 2005) Senior Director of Human Resources (2005 - 2007)

All of these individuals should be contacted through Lucasfilm.

INTERROGATORY NO. 8:

Of the persons identified in response to Interrogatory No. 7 above, identify those who have substantial knowledge regarding the substance of the bilateral meetings and communications with competitors.

RESPONSE TO INTERROGATORY NO. 8:

In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent it assumes the existence of “agreements” between Lucasfilm and any other defendant. Lucasfilm also objects to this interrogatory as vague and ambiguous based upon its use of the phrases “substantial knowledge” and “competitors.” Lucasfilm further objects to this interrogatory as overbroad, unduly burdensome, and oppressive based upon its use of the phrase “bilateral meetings and communications with competitors,” which Lucasfilm interprets to mean “bilateral meetings and communications with co-Defendants about alleged agreements.” Lucasfilm further objects to this interrogatory to the extent that it seeks information protected the attorney-client privilege. Subject to and without waiving the foregoing objections, Lucasfilm responds by incorporating its response to Interrogatory No. 7.

INTERROGATORY NO. 9:

Identify your employees who were involved in implementing, policing, or enforcing the discussions or agreements, or who have substantial knowledge of the implementation, policing,

1 or enforcement of agreements or discussions.

2 **RESPONSE TO INTERROGATORY NO. 9:**

3 In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent
4 it assumes the existence of "agreements" between Lucasfilm and any other defendant Lucasfilm
5 further objects to this interrogatory as vague and ambiguous based upon its use of the phrases
6 "substantial knowledge" and the undefined terms "involved," "implementing," "enforcing,"
7 "implementation," "policing," and "enforcement." Lucasfilm further objects to this interrogatory
8 on the grounds that it is overly broad and unduly burdensome. Subject to and without waiving
9 the foregoing objections, Lucasfilm responds by incorporating its responses to Interrogatory Nos.
10 1-4.

11
12 **INTERROGATORY NO. 10:**

13 Of the persons identified in response to Interrogatory No. 9 above, identify those who
14 have substantial knowledge regarding the implementation, policing, or enforcement of the
15 agreements or discussions.

16 **RESPONSE TO INTERROGATORY NO. 10:**

17 In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent
18 it assumes the existence of "agreements" between Lucasfilm and any other defendant Lucasfilm
19 further objects to this interrogatory as vague and ambiguous based upon its use of the phrases
20 "substantial knowledge" and the undefined terms "involved," "implementing," "enforcing,"
21 "implementation," "policing," and "enforcement." Because the phrase "substantial knowledge"
22 is vague, ambiguous, and nowhere defined objectively, Lucasfilm is unable to answer this
23 Interrogatory, apart from incorporating its response to Interrogatory No. 9. Accordingly, subject
24 to and without waiving the foregoing objections, Lucasfilm responds by incorporating its
25 response to Interrogatory No. 9.

26 \\\

27 \\\

INTERROGATORY NO. 11:

Identify your employees who have knowledge of the effect(s) of the agreements on the compensation of your employees, or on the compensation of any Co-Conspirator's employees.

RESPONSE TO INTERROGATORY NO. 11:

In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent it is argumentative and assumes the existence of "agreements" between Lucasfilm and any other defendant and that any such alleged agreement had an effect on the compensation of Lucasfilm employees or the compensation of any other co-defendant's employees. Lucasfilm also objects to this interrogatory as overbroad, unduly burdensome, and oppressive because the effects, if any, of the alleged "agreements" would differ for each affected employee, and therefore are beyond the scope of any individual's knowledge. Lucasfilm further objects to this interrogatory as premature to the extent that it is properly the subject of expert testimony.

INTERROGATORY NO. 12:

Of those persons identified in response to Interrogatory No. 11 above, identify those employees having substantial knowledge of the effect(s) of the agreements or discussions about agreements on the compensation of your employees, or on the compensation of any Co-Conspirator's employees.

RESPONSE TO INTERROGATORY NO. 12:

In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent it is argumentative and assumes the existence of "agreements" between Lucasfilm and any other defendant and that any such alleged agreement had an effect on the compensation of Lucasfilm employees or the compensation of any other Co-conspirator's employees. Lucasfilm also objects to this interrogatory as overbroad, unduly burdensome, and oppressive because the effects, if any, of the alleged "agreements" would differ for each affected employee, and therefore are beyond the scope of any individual's knowledge. Lucasfilm further objects to this interrogatory

1 as premature to the extent that it is properly the subject of expert testimony.

2
3 **INTERROGATORY NO. 13:**

4 In order of corporate seniority, identify your employees who participated in discussions
5 with any antitrust regulatory authority regarding agreements or discussions about agreements.

6 **RESPONSE TO INTERROGATORY NO. 13:**

7 In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent
8 it assumes the existence of "agreements" between Lucasfilm and any other defendant. Lucasfilm
9 further objects to the phrase "in order of corporate seniority," to the extent that it is vague,
10 ambiguous and unintelligible, including because "corporate seniority" is not subject to precise
11 ranking and may change over time. Lucasfilm also objects to this request on the grounds that it
12 is overly broad, unduly burdensome, and calls for information that is not relevant to the claims or
13 defenses of the parties to this action. Subject to and without waiving the foregoing objections,
14 Lucasfilm responds that no Lucasfilm employees had any direct communications with any
15 antitrust regulatory authority regarding the agreements.

16
17 **INTERROGATORY NO. 14:**

18 Of the persons identified in response to Interrogatory No. 13 above, identify all persons
19 who have substantial knowledge of discussions with any antitrust regulatory authority regarding
20 agreements or discussions about agreements.

21 **RESPONSE TO INTERROGATORY NO. 14:**

22 In addition to its General Objections, Lucasfilm objects to this interrogatory to the extent
23 it assumes the existence of "agreements" between Lucasfilm and any other defendant. Lucasfilm
24 also objects to this interrogatory as vague and ambiguous based upon its use of the phrase
25 "substantial knowledge." Lucasfilm also objects on the grounds that it is overly broad, unduly
26 burdensome, and calls for information that is not relevant to the claims or defenses of the parties
27 to this action. Subject to and without waiving the foregoing objections, Lucasfilm responds by
28

1 incorporating its response to Interrogatory No. 13.

2
3 Dated: March 2, 2012

AS TO OBJECTIONS:

4 KEKER & VAN NEST LLP

5
6 By: _____
JOHN W. KEKER
DANIEL PURCELL

7
8 Attorneys for Defendant
LUCASFILM LTD.

VERIFICATION

I, David Anderman, am General Counsel of Lucasfilm Ltd, and I am authorized to execute this verification on behalf of Lucasfilm. I have reviewed the discovery document captioned

**DEFENDANT LUCASFILM LTD.'s OBJECTIONS AND
RESPONSES TO PLAINTIFFS' FIRST SET OF
INTERROGATORIES RE: IDENTIFICATION OF
WITNESSES**

and know the contents thereof. I affirm that I have personal knowledge that the facts contained therein are true and correct or, as to matters that are not within my personal knowledge, that I have made a reasonable inquiry and I am informed and believe that those facts are true and correct.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed in San Francisco, California, on March 2, 2012.



DAVID ANDERMAN

1 PROOF OF SERVICE

2 I am employed in the City and County of San Francisco, State of California in the office of a
3 member of the bar of this court at whose direction the following service was made. I am over the
4 age of eighteen years and not a party to the within action. My business address is Keker & Van
Nest LLP, 633 Battery Street, San Francisco, CA 94111-1809.

5 On March 2, 2012, I served the following document(s):

6 **DEFENDANT LUCASFILM LTD.'S OBJECTIONS AND RESPONSES TO**
7 **PLAINTIFFS' FIRST SET OF INTERROGATORIES RE:**
8 **IDENTIFICATION OF WITNESSES**

9 ☒ by **ELECTRONIC MAIL (PDF)**, by causing a true and correct copy of such document(s)
10 to be sent via electronic mail transmission to the office(s) of the party(s) stated below, and
was transmitted without error.

11 and

12 by regular **UNITED STATES MAIL** by placing Original in a sealed envelope addressed as
13 shown below. I am readily familiar with the practice of Keker & Van Nest LLP for collection
14 and processing of correspondence for mailing. According to that practice, items are deposited
15 with the United States Postal Service at San Francisco, California on that same day with postage
thereon fully prepaid. I am aware that, on motion of the party served, service is presumed invalid
16 if the postal cancellation date or the postage meter date is more than one day after the date of
deposit for mailing stated in this affidavit.

17 Joseph R. Saveri
Eric B. Fastiff
18 Brendan P. Glackin
Dean M. Harvey
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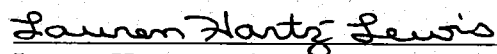
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2 Executed on March 2, 2012, at San Francisco, California.

3 I declare under penalty of perjury under the laws of the United States that the above is true and
4 correct.

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